

B2030 (Form 2030) (12/15)

United States Bankruptcy Court
Northern District of Illinois

In re **Milky Way Equipment LLC**

Debtor(s)

Case No. **23-15633**

Chapter **11**

DISCLOSURE OF COMPENSATION OF ATTORNEY FOR DEBTOR(S) - AMENDED

1. Pursuant to 11 U.S.C. § 329(a) and Fed. Bankr. P. 2016(b), I certify that I am the attorney for the above named debtor(s) and that compensation paid to me within one year before the filing of the petition in bankruptcy, or agreed to be paid to me, for services rendered or to be rendered on behalf of the debtor(s) in contemplation of or in connection with the bankruptcy case is as follows:

For legal services, I have agreed to accept	\$	5,000.00
Prior to the filing of this statement I have received	\$	5,000.00
Balance Due	\$	0.00

2. The source of the compensation paid to me was:

☒ Debtor ☐ Other (specify):

3. The source of compensation to be paid to me is:

☒ Debtor ☐ Other (specify):

4. ☒ I have not agreed to share the above-disclosed compensation with any other person unless they are members and associates of my law firm.

☐ I have agreed to share the above-disclosed compensation with a person or persons who are not members or associates of my law firm. A copy of the agreement, together with a list of the names of the people sharing in the compensation is attached.

5. In return for the above-disclosed fee, I have agreed to render legal service for all aspects of the bankruptcy case, including:

- a. Analysis of the debtor's financial situation, and rendering advice to the debtor in determining whether to file a petition in bankruptcy;
- b. Preparation and filing of any petition, schedules, statement of affairs and plan which may be required;
- c. Representation of the debtor at the meeting of creditors and confirmation hearing, and any adjourned hearings thereof;
- d. [Other provisions as needed]

See attached retainer agreement

6. By agreement with the debtor(s), the above-disclosed fee does not include the following service:

See attached retainer agreement

CERTIFICATION

I certify that the foregoing is a complete statement of any agreement or arrangement for payment to me for representation of the debtor(s) in this bankruptcy proceeding.

November 20, 2023

Date

/s/ Saulius Modestas

Saulius Modestas 6278054

Signature of Attorney

Modestas Law Offices, P.C.

401 S. Frontage Rd.

Ste. C

Burr Ridge, IL 60527-7115

312-251-4460 Fax: 312-277-2586

smodestas@modestaslaws.com

Name of law firm

CONTRACT FOR LEGAL SERVICES

The undersigned (hereinafter referred to as "client") hereby enters into this contract for legal services with the law firm of Modestas Law Offices, P.C. and attorney Saulius Modestas (hereinafter referred to as "attorney") and hereby agrees as follows:

1. The law firm of Modestas Law Offices, P.C. and attorney Saulius Modestas have been retained by client to perform legal services in connection with a Chapter 11 Bankruptcy.
2. Client agrees to pay for such services in the amount of **\$525.00** per hour plus court costs and expenses (including, but not limited to copy charges, postage/mail service fees) and such additional fees and expenses as may be agreed upon hereafter. Such agreed upon fees are for services related to the preparation and filing of a Chapter 11 proceeding and all legal services necessary during the pendency of the Chapter 11 plan, including, but not limited to preparation of the petition, schedules, statement of affairs and Chapter 11 plan and attendance at the meeting of creditors and amendments to schedules, plan, petition, or statement of affairs, motions or objections presented by creditors, trustee and confirmation of plan.
3. As of the date of this contract, client has paid **\$5,000.00** in attorney fees which amount shall be deemed earned when paid (hereinafter referred to as "Retainer") and has also advanced **\$1,738.00** for the court filing fee. Client further agrees that any additional fees earned over such Retainer, if any, plus any additional fees shall be paid as a priority administrative claim and shall be paid by Client after appropriate application of attorney and approval of the court. In the event of dismissal of such Chapter 11 proceeding or conversion of such Chapter 11 proceeding or any other Chapter proceeding in bankruptcy, all fees, costs or expenses unpaid at such time or at any time thereafter shall be due and payable upon demand unless otherwise agreed in writing.
4. Client agrees to inform attorney of any difficulties client may have in complying with the contract and that this contract may be altered, changed or amended only by mutual agreement and approval by attorney in writing.
5. Client may terminate employment of attorney at any time but such termination will not alter any rights or duties of Client under this contract and such termination does not reduce the amount owed to attorney except by agreement in writing.
6. Client understands that any default under paragraph 2, 3 or 4 above may result in withdrawal by attorney but such withdrawal does not reduce the amount owing to attorney except by agreement in writing.
7. Client agrees that Client is responsible for all costs of collection, including all court costs and reasonable attorney's fees incurred by attorney in the collection of any sums due hereunder.
8. Client understands that from time to time another attorney from Modestas Law Offices, P.C. or Saulius Modestas may be not be able to appear in court or other proceedings on client's behalf and hereby agrees that another attorney may be designated by attorney to substitute for attorney at such court or other hearing.

9. To the extent that this contract is signed below by more than one individual then "Client" as used herein shall mean both the singular and plural of such terms and both individuals agree that they are jointly and severally liable for all obligations, including, but not limited to all sums due from Client provided herein. And any corporate officer signing below personally guarantees payment of any fees, costs and expenses incurred by the corporation pursuant to this agreement.

The undersigned has voluntarily entered into this contract and by the undersigned's signature(s) below agree to all the obligations rights and duties herein.


Dated this 15th day of November, 2023

Agreed and signed

Milky Way Equipment LLC


Andrius Petkunas

Modestas Law Offices, P.C./Saulius Modestas


Saulius Modestas, Attorney

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